

## INSTRUCTIONS TO OFFERORS (ITO)

### Title: J3-International Special Operations Support (J3I SOF Support)

**GSA Order ID:** ID04200038  
**Issuance Date:** 3 April 2020  
**Closing Date/Time:** 24 April 2020; 3:00 pm Eastern Standard Time (EST)  
**Questions Due:** 15 April 2020: 3:00 pm EST  
**Contract Vehicle:** SOCOM Wide Mission Support (SWMS) Group A  
**Order Type:** Hybrid - Firm-Fixed-Price (FFP)/Labor Hour (LH)/Cost Reimbursement-No Fee (CR-NF)

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## 1. INTRODUCTION

This acquisition is being issued as a Request for Quotes (RFQ) under the SWMS Group A competitive multiple-award Indefinite Delivery/Indefinite Quantity (ID/IQ) contract for the purpose of entering into a Task Order under GSA Order ID ID04200038. This acquisition is being conducted in accordance with FAR Subpart 16.5 procedures.

Offerors must be awarded a SWMS Group A contract with the requested service/item prior to the submission of a quote in response to this RFQ. Offerors shall ensure that their quote is in compliance of the required SWMS Group A contract.

Offerors shall submit a quote response in accordance with the instructions set forth in this document. Failure to comply with any and/or all of the instructions set forth in this document may result in the offer's quote not being considered. The Offeror is expected to examine the entire solicitation including its basic SWMS Group A contract and any attachments. Failure to do so shall be at the Offeror's own risk.

## 2. GENERAL INSTRUCTIONS

### 2.1. Errors, Omissions or Ambiguities

If an Offeror believes the solicitation, including the instructions to Offerors, contains an error, omission or ambiguity, or is otherwise unsound, the Offeror shall immediately notify the Contract Specialist and Contracting Officer in writing with supporting rationale prior to the solicitation closing.

### 2.2. Award on Initial Quotation

The Government anticipates awarding a task order based on initial offers received, without any further communication with the Offerors. Offerors are strongly encouraged to submit its best technical solution and price while also providing full, accurate and complete information as required by this solicitation and its attachments.

### 2.3. False Statements in Offers

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

### 2.4. No Prior Knowledge/Meaningful Response

Offerors shall assume the Government has no prior knowledge of their experience and will base its evaluation on the information presented in the Offeror's quote.

The quote shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The quote should not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the Offeror intends to meet the requirements.

Offerors must carefully read, understand and provide all of the information requested in this Instructions to Offerors (ITO). A quote that fails to meaningfully respond to the instructions specified in this ITO may be evaluated unfavorably.

Examples of failure to meaningfully respond include:

- A quote merely offers to meet the material requirements of the Government's SOW in one or more areas without sufficient elaboration.
- A quote that merely offers to perform work according to the ITO terms/requirements or fails to present more than a mere statement indicating its capability to comply with the ITO terms/requirements and does not provide sufficient support and elaboration.
- A quote fails to provide any portion of the data and information required.
- A quote provides some data but omits significant material data and information.
- A quote repeats the ITO terms/requirements without sufficient elaboration.
- The quote offers a product or service that does not meet all stated material requirements of the ITO.
- A quote that does not follow these instructions, or otherwise includes documentation that is difficult to read or assess.

### 2.5. Confidential or Proprietary Information

Offerors submitting any proprietary or restricted information or data shall mark it as such. The Government assumes no liability for disclosure or use of unmarked information or data and may use or disclose the unmarked information or data for any purpose. Unless restricted, information and data submitted in response to this request may become subject to disclosure to the public pursuant to the provisions of the Freedom of Information Act (5 U.S.C. 551).

## 2.6. Quotation Preparation Costs

The Government will not pay any costs incurred by any Offeror in the preparation and submission of a Quote in response to this RFQ.

## 2.7. Quotation Validity Period

Quotations shall be valid for a minimum of one hundred and twenty (120) days from ITO closing date.

## 2.8. Incumbent Contractor

This is an existing requirement and the incumbent contractor is Booz Allen Hamilton under task order H92222-15-D-0022-0006.

# 3. QUESTIONS AND AMENDMENTS

All questions regarding this solicitation shall be submitted in writing to Adam Randall, GSA Contract Specialist and Rodney Lewis, GSA Senior Contracting Officer (SCO) by emailing [timothy.randall@gsa.gov](mailto:timothy.randall@gsa.gov), [rodney.lewis@gsa.gov](mailto:rodney.lewis@gsa.gov), and [eric.heaton@gsa.gov](mailto:eric.heaton@gsa.gov). Questions received via telephone and/or facsimile will not be accepted and will not receive a response. Questions are due no later than the date and time specified at the beginning of this document. **Questions or requests for extension submitted after the deadline will not be considered.** Offerors are highly encouraged to utilize this opportunity for any and all questions or concerns.

The Government recommends that the Offeror ensures that questions are written to enable a clear understanding as to the Offeror's issues or concerns with the referenced area of the solicitation. Statements expressing opinions, sentiments, or conjectures are not considered valid inquiries or comments for this purpose and will not receive a response from the Government. Further, Offerors are reminded that GSA will not address hypothetical questions aimed at receiving a potential "evaluation decision."

When submitting questions and comments, please refer to the specific text of the solicitation in the following format:

Email "subject line" shall read: "ID04200038 J3I SOF Support – Questions Submitted (Offeror Name)"

Questions shall be submitted in a Microsoft Excel file in the following format:

	Solicitation or Attachment Reference	Paragraph No:	Page #	Question Category (Contract or Technical)	Question
1					
2					

Offerors shall not contact the client or any other GSA representative, or Government employee(s) regarding this procurement, other than the individuals identified above, without the prior approval of the GSA SCO. All questions will be answered in an amendment and provided to all Offerors in the same manner that this RFQ was provided. GSA will not attribute any question(s) to the submitting Offeror(s).

The only method by which any term of this RFQ may be modified is by a formal amendment to the RFQ generated by the issuing office. No other communication made at any scheduled Pre-Quote conference (if any) or subsequent communications (if any), whether oral or in writing will modify or supersede the terms of this RFQ.

# 4. QUOTE CONTENT AND SUBMISSION INSTRUCTIONS

## 4.1. Quote Submission Due Date

Any SWMS Group A awardee interested in competing for this requirement shall submit a fully complete quote using the instructions provided herein no later than the closing date/time specified at the beginning of this document. Failure to provide fully complete quotes by the closing date/time will result in exclusion from consideration for award without any further notice to the Offeror.

## 4.2. Quote Submittal Instructions

All quotes must be submitted via GSA's electronic acquisition portal, Assisted Services Shared Information System (ASSIST), formerly known as IT Solutions Shop (ITSS), <https://portal.fas.gsa.gov>, prior to the closing date/time of this RFQ. If the Offeror's firm requires registration and/or technical assistance, contact the ASSIST Help Desk at 1-877-472-4877 or [aasbs.helpdesk@gsa.gov](mailto:aasbs.helpdesk@gsa.gov). **DO NOT WAIT UNTIL THE LAST MINUTE TO CHECK TO SEE IF YOUR FIRM, CONTRACT NUMBER, AND INDIVIDUAL AUTHORIZED TO SUBMIT QUOTE(S) IS CORRECTLY REGISTERED IN AASBS.** If any difficulties are experienced with ASSIST during quote submission, you should alert the ASSIST Help Desk and the GSA Contract Specialist without delay. Failure to submit a quote via ASSIST by the closing date and time shall result in exclusion from consideration.

## 4.3. Quote Format and Criteria

The following instructions cover the preparation and submittal of the Offeror's quotation for this solicitation. Offerors are cautioned that any noncompliance with the terms and conditions of the RFQ may cause their quote to be determined to be unacceptable and therefore not eligible for award. Quotations shall be submitted to the Government in three (3) separate volumes as set forth below:

<u>Volume</u>	<u>Description</u>
I	Completed RFQ (as required in para 4.3.1.)
II	Technical Approach – 25 pages
III	Price – Provided Pricing Schedule Only

The page limits prescribed above are maximum page limits for each volume and include attachments/appendices/exhibits, unless otherwise noted. Pages submitted in excess of these limits will be redacted and not considered in the Government's evaluation. Resumes, acronym lists, cover pages, table of contents, assumptions/exceptions, and subcontractor's letters of commitment do not count against the prescribed page limits. Each resume shall not exceed 2 pages in length.

Volumes I and II shall be organized to correspond with the evaluation criteria and submitted in an 8½-in X 11-in format using 12-point Times New Roman type and 1 inch margins with all pages numbered and shall be single sided pages in an Adobe (.pdf) file format. All quote references shall be linked/tied, in writing/by reference, to the specific paragraph in the SOW to which they pertain. Text within tables and graphics may be smaller, if necessary, but must be legible.

### 4.3.1. Volume I: Completed RFQ

This volume shall include the following information:

- Cover letter (limited to 2 pages) that includes the following information:
  - Name, mailing address, e-mail address and phone/fax numbers of appropriate Point of Contact (POC) with direct knowledge of the quote and prices.
  - SAM Business Name
  - SWMS Group A Contract Number
  - Authorized Negotiator(s) Name and Contact Information, including mailing address, telephone number and e-mail
  - DUNS & CAGE number for each Prime/Sub
  - Statement that the quote is valid for 120 days from the ITO closing date.
  - Information for blocks 6(a-c) and 7 (a-c) of DD 254 (SOW Attachment 3) for completion of document after award of task order.
- Provisions and Clause Fill-ins provided in Section 7 of this ITO – No page limit
- Organizational Conflict of Information Submission (if applicable) – No page limit

### 4.3.2. Volume II: Non-Price Factors

The following information shall be provided in Volume II and will be evaluated to assess technical capability (which includes the consideration of technical risk) in accordance with the Evaluation section of this ITO. The Offeror shall identify risks, if any, associated with the proposed approach and actions the Offeror will take to mitigate the identified risks. If no risks/mitigations are identified in the Offeror's quotation, it indicates the Offeror does not consider there to be any risk associated with their proposed approach.

#### 4.3.2.1. Factor 1 – Staffing Approach

In this section of the non-price factors, the offeror shall:

1. Detail the approach and ability to recruit, hire, retain (minimize turnover), replace and train qualified personnel who possess the skills/qualifications required and can operate in a collaborative environment throughout the life of the task order, including the speed to which initial staff can be in place on day one of performance.
2. Describe the Offeror's recruiting network that provides access to expertise relevant to SOCOM's training and education requirements and how this network enables quick response for the Surge capability mentioned in the SOW as well as when staff backfills are required.
3. Clearly describe the process (including a timeline) for replacement of personnel due to turnover, retirement, etc. Include requirements for integration and training/orientation of replacement personnel.
4. Describe the approach to providing the Surge personnel requirements to include where the surge personnel will be sourced (whether thru existing employees or outside hires), the timeline to acquire and deploy when needed, and the retention approach for these on-demand personnel.
5. Provide the approach to minimizing interruptions or delays to work in progress during transition in and out phases.
6. Provide resumes of the key personnel as indicated in Table 6.1 of the SOW. NOTE: All resumes shall be no more than 2 pages each, and will not count against the page limit.
7. Submit a compensation plan compliant with FAR 52.222-46. For the purposes of comparing compensation levels to predecessor contractors, the Offeror shall use the anticipated General Schedule Levels indicated in SOW table 6.1.

#### **4.3.2.2. Factor 2 - Management Approach**

In this section of the non-price factors, the offeror shall:

1. Describe the functions and locations of program management organization that provides direct support to the effort. Include lines of communication and authorities to demonstrate where decisions are made, and resources are allocated, as they apply to this effort.
2. Describe the process by which issues are received, tracked, and resolved. Include overarching Quality Control System that operates even when issues aren't presented, to ensure continuous improvement. Include points of interface with the government throughout these processes.
3. Describe the overall management approach for transition, including the ability to meet the timelines required in the SOW and SDS. Include description of the transition management team allocated to support the transition and the lines of communication and interface between all stakeholders.
4. Provide the plan to capture incumbent employees. Include a projection of percentage of incumbents to be integrated into the new effort. Connect this description, without repeating details, to recruiting/hiring approach previously provided, in order to ensure the full staffing requirement stipulated in the SOW and SDS is met by combining incumbent capture with new hires, as necessary.
5. Include a transition timeline from task order award to full operating capacity (all personnel in required locations/place of duty in full performance of requirements).

#### **4.3.2.3. Factor 3 - Experience**

Prime Contractors shall provide demonstrated experience on contracts/task orders related to the requirements of the SOW and performed within the last five (5) years either thru its own experience or that of a major subcontractor. This demonstrated experience shall specifically include providing teams of personnel with the required skills/qualifications as well as experience with management and coordination of multi-discipline teams within the USSOCOM and/or DoD enterprise and subcontractor relationships (if applicable) that resulted in achieving quality performance under contracts that were of a comparable size, scope and complexity to the requirements presented within the SOW. Any experience included shall clearly identify the portions attributed to those of the prime contractor or major subcontractor.

A Major Subcontractor is defined as a subcontractor performing at least 20% (in hours or dollars) of the requirement relevant to the prospective task order.

If experience of Major Subcontractor(s) is submitted, the Offeror must clearly identify the owner of the demonstrated experience and submit a letter of commitment to team with the Prime Offeror signed by an individual of the Subcontractor's firm authorized to make such a commitment that explains the role of the

Subcontractor for this requirement. These letters of commitment from the Subcontractor's shall be included in Volume II and shall not count against the page limitation.

For each example of experience provided, the Offeror shall, at a minimum, document:

1. Name of project, period of performance, and dollar value.
2. Government Agency for who work was performed and a name, title, e-mail and phone number for a representative of that client agency or company that can attest to the work performed.
3. Brief description of project (sufficient to establish relevance of experience to the J3I SOF Support requirement), and role of Prime or Major Subcontractor (if applicable) which clearly identifies the level and type of services performed under the contract, and the role of the Prime or Major Subcontractor in performing the work.
4. Point of Contact from the Government entity (name, title, current phone number, and current e-mail) familiar with the project and can confirm level and quality of the Offerors referenced experience and work. The Government reserves the right to communicate with the Point of Contact provided.

The Offeror is permitted to submit on-going projects as demonstrated experience (for itself or Major Subcontractors) if 12 months of performance, at a minimum, under the on- going contract has been completed and if the Offeror clearly describes the current stage of the project and what has been completed to date.

All projects shall be contracts or orders for the performance of actual technical requirements. Master contract vehicles (e.g., Blanket Purchase Agreements, Indefinite Delivery/Indefinite Quantity contracts) do not satisfy the experience requirement unless submitted together with a task order similar in size, scope, and complexity to this requirement and awarded and performed under the vehicle.

#### 4.3.2.4. Technical Assumptions

The Offeror shall submit all assumptions, conditions and exceptions within Volume II that affect technical aspects of the quote. If not noted in the quote, it will be assumed that the Offeror proposes no assumptions for award, and agrees to comply with all of the terms and conditions as set forth herein. It is not the responsibility of the Government to seek out and identify assumptions, conditions or exceptions buried within the Offeror's quote.

Each assumption, exception or dependency shall be specifically related to a paragraph and/or specific section of the solicitation. The Offeror shall provide a rationale in support of any noted assumption, exception or dependency, explaining its effect in comparison to the solicitation. This information shall be provided in the format with content as outlined in the table below.

	Solicitation or Attachment Reference	Paragraph No:	Page #	Exception Taken	Rationale and Impact
1	ITO, SOW, etc.	Applicable Paragraph	Page Number	Identify the requirement or portion to which an assumption, exception or dependency is being taken and detail the assumption, condition or exception.	Justify why the requirement will not be met, the rationale for the assumption, condition or exception, and/or discuss reasons why not meeting the Government's terms and conditions might be advantageous to the Government.
2					

Assumptions, exceptions or dependencies do not make a quote automatically unacceptable but will be considered as part of the evaluation of the Offeror's price as it relates to the Offeror's overall proposed solution. This portion shall be included as an appendix to Volume II and shall not count against the 20 page limit.

#### 4.3.3. Volume III: Price

The Price Volume shall consist ~~solely~~ of the Pricing Schedule (SOW Attachment 4). The schedule is in Microsoft Excel format with 3 worksheets to be completed with price related information and assumptions. Labor rates shall be added only to the "Labor Hour Schedule" tab as the labor rates for CLIN X001 and X006 shall be the same. The Government is providing ceiling price for travel and surge labor, CLIN X005 and CLIN X006, respectively. The Offeror shall use these "plug" numbers and shall not change the amounts. These estimates

are inclusive of G&A. Additional information may be added in the spreadsheet, but additions or modifications to formulas must be clearly indicated with comments.

The Offeror shall propose a **fixed** Travel G&A rate for each task order period of performance. Place the **fixed** rate in the Summary tab of the Pricing Schedule. The offeror shall provide current approved DCAA rates and/or historical rates on other SWMS task orders to allow the Government to ensure the Offeror's proposed Travel G&A fixed rates are acceptable.

Pricing information relative to the quote shall only be included in Volume III. Do not place any pricing information in Volume I or II. The compensation plan required in 4.3.2.1. is not considered as pricing information for the purposes of this evaluation and shall be submitted in Volume II and shall comply with the page limitations for that volume.

An Offeror's quote is presumed to represent the Offeror's best efforts to respond to the solicitation. Furthermore, the services priced in the price volume must be consistent with the services that are described in other volumes of the quote. The hours provided in the Pricing Spreadsheet are the required hours for this task. Offerors may not deviate from the labor mix or level of effort (LOE) identified therein. Offerors may add and include short price related description/narrative notes in the Template if needed.

## 5. EVALUATION

### 5.1. BASIS FOR AWARD

This procurement will be conducted pursuant to the fair opportunity procedures at FAR 16.505. One award will be made to the responsible Offeror whose quote provides the best value to the Government based on the evaluation as described in this ITO. Best value is defined as the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement. The best value will be determined by comparing differences in the value of non-price features with differences in price to the Government. In making this comparison, **the Government is more concerned with obtaining superior non-price features than with making an award at the lowest overall price to the Government. However, the Government will not make an award at a significantly higher overall price to achieve slightly superior non-price features. As the difference in non-price factors become smaller, then price becomes more important.** The Offeror should submit its best terms in the initial quote.

### 5.2. EVALUATION PROCESS

#### 5.2.1. Fair Opportunity

This solicitation is conducted under the fair opportunity guidelines of FAR 16.505 which outlines the ordering procedures for orders issued under Multiple Award ID/IQ contracts. Awards placed under FAR 16.5 are not subject to FAR 15 procedures, however, FAR Part 15.4, Contract Pricing, may be utilized for price analysis purposes. All submissions in response to this RFQ are considered quotations and not proposals or offers, even if labeled as such. By submitting a quotation, Offerors agree to and are bound by all instructions, procedures and rules of this ITO.

The use of this fair opportunity process does not obligate the Government to determine a competitive range, conduct discussions with any Offerors, solicit quotes or revisions thereto, or use any other source selection techniques associated with FAR subpart 15.3. However, The Government reserves the right to confer with one, some, or all Offerors if determined necessary. The Government may contact any Offeror to seek further substantiation, understanding, or clarity of any aspect of the quotation.

#### 5.2.2. Exchanges with Best-Suited Offeror

Once the Government determines the Offeror that is the best-suited (i.e., the apparent successful Offeror), the Government reserves the right to communicate with only that Offeror to negotiate any remaining issues, if necessary, and finalize a task order with that Offeror. These issues may include technical and price and may involve, but are not limited to, quote updates to negotiate a final reduced price or to resolve exceptions/assumptions. If the parties cannot successfully negotiate any remaining issues, as determined pertinent at the sole discretion of the Government, the Government reserves the right to communicate with the next best-suited Offeror based on the original analysis and address any remaining issues. Once the Government has begun communications with the next best-suited Offeror, no further communications with the previous Offeror will be entertained until after the task order has been awarded. This process shall continue until an agreement is successfully reached and a task order is awarded.

### 5.2.3. Acceptability Review

Upon receipt of quotes, the Government will first complete a review of each quote to ensure that all required elements were submitted and that all Offerors currently hold a SWMS Group A contract. Volume I will be evaluated to ensure that all required elements are included. Each volume will be evaluated to ensure restrictions on page limitations were followed and any pages in excess of the limitation will be redacted before any further evaluation begins. In the event that items are missing, the Government may determine the quote to be unacceptable for award and may not consider the quote any further.

## 5.3. EVALUATION FACTORS FOR AWARD

### 5.3.1. Evaluation Factors

The Government will evaluate each Offeror's quotation based on the following evaluation factors.

#### Non-Price Factors

- Factor 1 - Staffing Approach
- Factor 2 - Management Approach
- Factor 3 - Experience

#### Price Factor

- Factor 4 - Price

All non-price factors are approximately equal to each other in importance and the non-price factors, when combined, are significantly more important than the price factor. Price is not expected to be the controlling factor in the selection of an Offeror for award resulting from this ITO. However, the Government will not make an award at a significantly higher overall price to achieve slightly superior non-price features. Where competing quotes are determined to be substantially equal after evaluation of all non-price factors, the total price and other price factors could become the controlling factor.

### 5.3.2. Evaluation Ratings

All non-price factors will be evaluated by a Government technical evaluation team having broad familiarity with the requirements of this acquisition. Quotes will be evaluated to determine the relative merits of the offeror's quote, in accordance with evaluation criteria set forth in the following paragraphs. Specifically, each non-price factor will be assessed a Confidence Rating which represents the Government's evaluation of the offeror's probability of successfully performing as proposed. The quote should fully address each of the evaluation criteria. The evaluation team will assign one of the following confidence ratings for each non-price factor:

Confidence Ratings for all Non-Price Factors	
RATING	DESCRIPTION
High Confidence	Evaluation of the factor leaves <u>virtually no doubt</u> that the Offeror will successfully perform the required effort. Little or no Government oversight is expected to be required in achieving the required level of performance.
Significant Confidence	Evaluation of the factor leaves <u>little doubt</u> that the Offeror will successfully perform the required effort. Minimal Government oversight is expected to be required in achieving the required level of performance.
Medium Confidence	Evaluation of the factor leaves <u>some doubt</u> that the Offeror can successfully perform the required effort, however it is believed that there is a high probability that the Offeror can perform successfully. Some Government oversight is expected to meet the required level of performance.
Low Confidence	Evaluation of the factor leaves <u>substantial doubt</u> that the Offeror will successfully perform the required effort. Substantial Government oversight or intervention is expected to be required in achieving the required level of performance. Changes in the offeror's existing processes may be necessary to achieve contract requirements.
No Confidence	Evaluation of the factor leaves <u>extreme doubt</u> that the Offeror will successfully perform the required effort, regardless of the degree of Government oversight.



### 5.3.3. **Factor 1 – Staffing Approach**

The Government will assess its level of confidence that the Offeror will successfully perform the requirements based on its staffing approach to successfully recruit, hire, retain, replace and train a capable workforce to ensure all requirements of the solicitation are met and that the workforce possesses the skills required to operate in a collaborative Special Operations Support environment. Specifically, the Government will assess its confidence in the ability of the proposed staffing approach to meet the requirements as follows:

1. The degree to which the Offeror's recruiting network provides access to expertise relevant to SOCOM's training and education requirements and how this network enables quick response for the Surge capability mentioned in the SOW as well as when staff backfills are required. An Offeror that can demonstrate recruiting/staffing access to multiple organizations in the SOF training community may be more favorably evaluated.
2. The Government will evaluate how well the offerors processes to recruit, hire, and on-board a capable workforce with the appropriate levels of qualifications, education, and experience ensure all solicitation requirements are met. An offer that includes recruiting resources in multiple locations, both physical and virtual, with demonstrated capability to validate qualifications, may be more favorably evaluated.
3. The Government will evaluate how well the offerors retention approach, incentives, and other related material supports workforce retention in order to minimize turnover. A solution that reduces risk of workforce turbulence and compares favorably to relevant industry standards may be more favorably evaluated.
4. The Government will evaluate how well the offeror's proposed timeline, key milestones and schedules ensure fully qualified personnel are in place on day one of period of performance and when responding to surge requirements.
5. The Government will evaluate how well the offeror's corporate resources and organizational structure support transition of the workforce and ongoing work. A solution that provides dedicated transition management resources that are distinct from task execution resources, and support mission continuity may be more favorably evaluated.
6. The Government will evaluate the Offeror's methodology and justification to ensure qualified personnel are the correct fit for this requirement.
7. The degree to which the resumes of the Key Personnel meet the requirements as set forth in Table 6.1 of the SOW.
8. The ability to provide uninterrupted high-quality work by offering proper and fair compensation for the employees required for this effort and the impact of the proposed compensation upon recruiting, retention, its realism, and its consistency with a total plan for compensation.

### 5.3.4. **Factor 2 - Management Approach**

The Government will assess its level of confidence that the Offeror will successfully perform the requirements based on its management approach to ensure it demonstrates a sound, practical methodology for satisfying the requirements of the SOW. Specifically, the Government will assess its confidence in the ability of the proposed management approach to meet the requirements as follows:

1. The degree to which the management approach demonstrates an overall understanding of all the requirements in the SOW, and how it relates to the successful management of task order requirements. Offeror is not required to address each section of the SOW, but must demonstrate an overall understanding.
2. The degree to which corporate management and resources are responsively available to support employees and contractor leadership on site; and methods of communication with all stakeholders is flat and effective.
3. The degree to which the Offeror's proposed management structure satisfies quality control purposes, and successfully handles quality control IAW the SOW required priorities.
4. The extent to which the Offeror ensures fully qualified personnel are in place to support the task order in compliance with the SOW and SDS timelines.

5. The degree to which the Offeror minimizes interruptions or delays to work in progress that would impact the mission.
6. The sufficiency of the offeror's plan for the transfer of work control, delineating the method for processing and assigning tasks during the phase-in/phase-out periods.
7. The sufficiency of management resources allocated to transition support, with clear separation and distinction between execution and transition teams and resources.

#### 5.3.5. **Factor 3 - Experience**

The Government will assess its level of confidence that the Offeror will successfully perform the requirements based on its experience, whether obtained thru the offeror's own experience or through a Major Subcontractor, performing similar requirements in providing multi-discipline teams to Operations Centers within the USSOCOM/DoD enterprise. Specifically, the Government will assess its confidence in the ability of the Offeror to meet the requirements as follows:

1. The degree to which the offeror demonstrates experience with successfully providing personnel with the specific skills/qualifications described in the SOW.
2. The degree to which the offeror demonstrates experience involving management and coordination of multi-discipline teams and subcontractor relationships that resulted in achieving quality performance under contracts that were of comparable size, scope, and complexity as the requirement presented within the SOW.
3. The offeror's demonstrated knowledge and understanding of processes needed to ensure responsibilities are met as described for the position descriptions in the SOW to include all applicable laws, regulations, and policies are adhered to and proper procedures are followed.

Additionally, the Government may provide more weight to examples of demonstrated experience performed by the Offeror and to examples where the Offeror and Major Subcontractor performed together/previously teamed.

#### 5.3.6. **Factor 4 - Price**

The total evaluated price (TEP) as indicated in the summary tab of the Pricing Schedule will be used as the basis of price evaluation. The TEP includes all option periods and will be evaluated for reasonableness. The existence of adequate price competition is expected to support a determination of reasonableness. For evaluation purposes only, the total evaluated price/cost is the sum of the total price/cost submitted for (a) the base period, (b) all option periods, and (c) the six-month extension authorized by FAR clause 52.217-8. For purposes of determining the evaluated price/cost for the six month 52.217-8 extension, the total price/cost is calculated as one-half of the total price/cost of the final option period. Price realism will not be a part of this analysis. The Government may also utilize comparisons of proposed prices with independent government cost estimates (IGCE), competition, or any other measure deemed appropriate.

The Offeror's proposed **fixed** Travel G&A rate for each task order period of performance will be determined acceptable by the Government based on the offeror's current approved DCAA rates, historical rates on other SWMS task orders, and/or other means as determined necessary by the contracting officer. These rates are NOT evaluated as part of the TEP.

##### 5.3.6.1. **Evaluation of Options**

The Government will evaluate the option periods in accordance with FAR 52.217-5 Evaluation of Options (JUL 1990): Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate quotes for award purposes by adding the total price for all options to the total price for the base period. Evaluation of options will not obligate the Government to exercise the option(s).

## 6. ATTACHMENTS

Attachment 1	SOW and its Attachments
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## 7. SOLICITATION PROVISIONS

**All applicable contract clauses and terms and conditions from the Offeror's SWMS Group A contract are incorporated under any resultant task order.**

FAR	TITLE	DATE
52.217-5	Evaluation of Options	JUL 1990
52.222-46	Evaluation of Compensation for Professional Employees	FEB 1993
52.232-18	Availability of Funds	APR 1984
DFARS	TITLE	DATE
252.215-7007	Notice of Intent to Resolicit	JUN 2012
252.215-7008	Only One Offer	JUL 2019
252.215-7010	Requirements For Certified Cost Or Pricing Data And Data Other Than Certified Cost Or Pricing Data	JUL 2019
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011

### Identification of Potential Organizational Conflicts of Interest (OCI)

FAR Part 9.501 defines OCI as a situation where because of other relationships or activities a person (company) is unable or potentially unable to render impartial assistance or advice to the Government or cannot objectively perform contract work or has an unfair competitive advantage. FAR 9.502 states that “an organizational conflict of interest may result when factors create an actual or potential conflict of interest on an instant contract, or when the nature of the work to be performed on the instant contract creates an actual or potential conflict of interest on a future acquisition.” An OCI exists when the nature of the work to be performed may, without some restriction on future activities, (1) result in an unfair competitive advantage to the contractor on other contracts or (2) impair the contractor's objectivity in performing the contract work. The primary burden is on the contractor to identify any OCI, however, the Government has the responsibility to identify and evaluate such conflicts.

Offerors **MUST** identify any actual or potential OCIs both prior to submitting the quote and throughout the life of the task order.

### **52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019)**

(a) *Definitions.* As used in this provision—

“Covered telecommunications equipment or services”, “Critical technology”, and “Substantial or essential component” have the meanings provided in clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Representation.* The Offeror represents that—

It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(d) *Disclosures.* If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer

(1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)